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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

SEP 21 2022

SEAN F. McAVOY, CLERK
DEPUTY
SPOKANE, WASHINGTON

10 UNITED STATES DISTRICT COURT
11 FOR THE EASTERN DISTRICT OF WASHINGTON

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 DONDRE CHARLES JACKSON,

16 Defendant.

Case No.: 2:22-CR-89-TOR

Plea Agreement

17 Plaintiff United States of America, by and through Vanessa R. Waldref,
18 United States Attorney the Eastern District of Washington, and Tyler H.L.
19 Tornabene and Dan Fruchter, Assistant United States Attorneys for the Eastern
20 District of Washington, and Defendant Dondre Charles Jackson (“Defendant”),
21 both individually and by and through Defendant’s counsel, Lorinda Youngcourt,
22 agree to the following Plea Agreement.

23 1. Guilty Plea and Maximum Statutory Penalties

24 Defendant agrees to enter a plea of guilty to Count 6 of the Indictment filed
25 on July 19, 2022, which charges Defendant with False, Fictitious, or Fraudulent
26 Claims, in violation of 18 U.S.C. § 287, a Class D felony.

27 Defendant understands that the following potential penalties apply:

- 28 a. a term of imprisonment of not more than 5 years;

- b. a term of supervised release of up to 3 years;
- c. a fine of up to \$250,000;
- d. restitution; and
- e. a \$100 special penalty assessment.

2. Supervised Release

Defendant understands that if Defendant violates any condition of Defendant's supervised release, the Court may revoke Defendant's term of supervised release, and require Defendant to serve in prison all or part of the term of supervised release authorized by statute for the offense that resulted in such term of supervised release without credit for time previously served on postrelease supervision up to 2 years in prison.

Accordingly, Defendant understands that if Defendant commits one or more violations of supervised release, Defendant could serve a total term of incarceration greater than the maximum sentence authorized by statute for Defendant's offense or offenses of conviction.

3. The Court is Not a Party to this Plea Agreement

The Court is not a party to this Plea Agreement and may accept or reject it. Defendant acknowledges that no promises of any type have been made to Defendant with respect to the sentence the Court will impose in this matter.

Defendant understands the following:

- a. sentencing is a matter solely within the discretion of the Court;
- b. the Court is under no obligation to accept any recommendations made by the United States or Defendant;
- c. the Court will obtain an independent report and sentencing recommendation from the United States Probation Office;
- d. the Court may exercise its discretion to impose any sentence it deems appropriate, up to the statutory maximum penalties;

1 e. the Court is required to consider the applicable range set forth
2 in the United States Sentencing Guidelines, but may depart
3 upward or downward under certain circumstances; and

4 f. the Court may reject recommendations made by the United
5 States or Defendant, and that will not be a basis for Defendant
6 to withdraw from this Plea Agreement or Defendant's guilty
7 plea.

8 4. Potential Immigration Consequences of Guilty Plea

9 If Defendant is not a citizen of the United States, Defendant understands the
10 following:

11 a. pleading guilty in this case may have immigration
12 consequences;

13 b. a broad range of federal crimes may result in Defendant's
14 removal from the United States, including the offense to which
15 Defendant is pleading guilty;

16 c. removal from the United States and other immigration
17 consequences are the subject of separate proceedings; and

18 d. no one, including Defendant's attorney or the Court, can predict
19 with absolute certainty the effect of a federal conviction on
20 Defendant's immigration status.

21 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily
22 pleading guilty as set forth in this Plea Agreement, regardless of any immigration
23 consequences that Defendant's guilty plea may entail.

24 5. Waiver of Constitutional Rights

25 Defendant understands that by entering this guilty plea, Defendant is
26 knowingly and voluntarily waiving certain constitutional rights, including the
27 following:

28 a. the right to a jury trial;

- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

6. Elements of the Offense

The United States and Defendant agree that in order to convict Defendant of False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, the United States would have to prove the following beyond a reasonable doubt.

- a. *First*, in the Eastern District of Washington and elsewhere, Defendant knowingly presented a false claim to the U.S. Small Business Administration (SBA), an agency of the United States;
- b. *Second*, Defendant knew that the claim was false or fraudulent at the time it was made; and
- c. *Third*, the false or fraudulent claim was material to the SBA; that it, it had the tendency to influence, or was capable of influencing, the SBA to part with money or property.

7. Factual Basis and Statement of Facts

The United States and Defendant stipulate and agree to the following: the facts set forth below are accurate; the United States could prove these facts beyond

1 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
2 Defendant's guilty plea.

3 The United States and Defendant agree that this statement of facts does not
4 preclude either party from presenting and arguing, for sentencing purposes,
5 additional facts that are relevant to the Sentencing Guidelines computation or
6 sentencing, unless otherwise prohibited in this Plea Agreement.

7 The Coronavirus Aid, Relief, and Economic Security Act ("CARES" Act)
8 was a federal law enacted on March 27, 2020, designed to provide emergency
9 financial assistance to the millions of Americans who were suffering the economic
10 effects caused by the COVID-19 pandemic. One source of relief provided by the
11 CARES Act was the authorization of forgivable loans to small businesses for job
12 retention and other certain expenses, through a program referred to as the Paycheck
13 Protection Program ("PPP").

14 In order to obtain a PPP loan, a qualifying business was required to submit a
15 PPP loan application signed by an authorized representative of the business. The
16 PPP loan application required the business (through its authorized representative)
17 to acknowledge the program rules and make certain affirmative certifications in
18 order to be eligible to obtain the PPP loan. In the PPP loan application, the
19 applicant (through its authorized representative) was required to state, among other
20 things: (a) its average monthly payroll expenses; and (b) its number of employees.
21 If the applicant had no employees other than the owner, the applicant was required
22 to provide the gross income amount from a 2019 or 2020 IRS Form 1040,
23 Schedule C. These figures were used to calculate the amount of money the small
24 business was eligible to receive under the PPP. Additionally, the applicant was
25 required to certify that they were in operation as of February 15, 2020. The
26 applicant was also required to certify that the information in the application was
27 true and correct to the best of the applicant's knowledge.

1 A business's PPP loan application was received and processed, in the first
2 instance, by a participating lender. If a PPP loan application was approved, the
3 participating lender funded the PPP loan using its own monies. Data from the
4 application, including information about the borrower, the total amount of the loan,
5 the listed number of employees, and the gross income amount, was transmitted by
6 the lender to the Small Business Administration ("SBA"), an agency of the United
7 States, in the course of processing the loan.

8 On or about April 15, 2021, Defendant submitted an application for PPP
9 Loan No. 4715988810 to the SBA under the name of his purported catering
10 business in his own name, that is, "Dondre Jackson." In the application, Defendant
11 listed the "business address" of the purported business as his own personal address.
12 Defendant falsely stated in the application that the business was established on
13 January 1, 2019, that it had one employee, and that it had a gross income of
14 \$103,208.00 in calendar year 2019. Defendant further submitted a false,
15 fraudulent, and fictitious IRS Form 1040, Schedule C in support of his application,
16 which falsely set forth purported gross business income of \$103,208 for 2019.
17 Defendant certified that the information in the application was true and accurate,
18 subject to criminal penalties for knowingly making false statements.

19 The representations and certifications made by Defendant on the application
20 for PPP Loan No. 4715988810 were materially false and Defendant knew they
21 were false at the time they were made. Defendant did not have a registered, active,
22 or legitimate business, and did not have business income of \$103,208.00, or any
23 business income, during 2019, as falsely set forth in his PPP application as well as
24 the fraudulent IRS Form 1040, Schedule C, that Defendant submitted in support of
25 his PPP application. Accordingly, neither Defendant nor his fictitious catering
26 business were eligible for any PPP funding.

27 Using the above materially false information on the application for PPP
28 Loan No. 4715988810, Defendant applied for a PPP loan of \$20,833.00 through

1 lender Benworth Capital. As a result of the fraud and relying on the materially
2 false and fraudulent representations and certifications made by Defendant, on or
3 about April 16, 2021, the lender approved Defendant's PPP loan for \$20,833.00.
4 On April 16, 2021, as a result of the fraudulent scheme described above, and the
5 materially false and fraudulent information supplied by Defendant the SBA
6 approved the requested PPP Loan No. 4715988810. On or about June 30, 2021,
7 Benworth Capital disbursed \$20,833.00 in PPP funding to the Defendant.

8 On or about May 20, 2021, after PPP Loan No. 4715988810 had been
9 approved, but before it had been disbursed, Defendant submitted an additional PPP
10 loan application, for PPP Loan No. 5458679004, to the SBA for his purported
11 catering business in his own name. In the application, Defendant listed the
12 "business address" of the purported business as his own personal address.
13 Defendant falsely stated in the application that the business was established on
14 January 1, 2019, that it had one employee, and that it had a gross income of
15 \$103,208.00 in calendar year 2019. Defendant further submitted a false,
16 fraudulent, and fictitious IRS Form 1040, Schedule C in support of his application,
17 which falsely set forth purported gross business income of \$103,208 for 2019.
18 Defendant certified that the information in the application was true and accurate,
19 subject to criminal penalties for knowingly making false statements.

20 The representations and certifications made by Defendant on the application
21 for PPP Loan No. 5458679004 were materially false and Defendant knew they
22 were false at the time they were made. Defendant did not have a registered, active,
23 or legitimate business, and did not have business income of \$103,208.00, or any
24 business income, during 2019, as falsely set forth in his PPP application as well as
25 the fraudulent IRS Form 1040, Schedule C, that Defendant submitted in support of
26 his PPP application. Accordingly, neither Defendant nor his fictitious catering
27 business were eligible for any PPP funding.

1 On or about May 22, 2021, as a result of the fraudulent scheme described
2 above, and the materially false and fraudulent information supplied by Defendant,
3 the SBA approved the requested PPP Loan No. 5458679004. On or about June 3,
4 2021, Harvest Small Business Finance, LLC, disbursed \$29,166.00 to Defendant's
5 Eastern District of Washington bank account with JP Morgan Chase ending in
6 9518.

7 8. The United States' Agreements

8 The United States Attorney's Office for the Eastern District of Washington
9 agrees that at the time of sentencing, the United States will move to dismiss Counts
10 1 through 5 of the Indictment filed on July 19, 2022, which charge Defendant as
11 follows: Counts 1 through 4, Wire Fraud in violation of 18 U.S.C. § 1343; and
12 Count 5, False Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287.

13 The United States Attorney's Office for the Eastern District of Washington
14 agrees not to bring additional charges against Defendant based on the criminal
15 activity set forth in this Plea Agreement that arises out of Defendant's conduct
16 involving illegal activity charged or identified as a result of this investigation,
17 unless Defendant breaches this Plea Agreement before sentencing. Nothing in this
18 agreement is intended to release any liability arising under Title 26, United States
19 Code (Internal Revenue Code).

20 9. United States Sentencing Guidelines Calculations

21 Defendant understands and acknowledges that the United States Sentencing
22 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
23 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
24 The United States and Defendant agree to the following Guidelines calculations.

25 a. Base Offense Level

26 The United States and the Defendant agree that the base offense level for
27 False, Fictitious, or Fraudulent Claims, in violation of 18 U.S.C. § 287, is 6.
28 U.S.S.G. § 2B1.1(a)(2).

1 b. Special Offense Characteristics

2 The United States and the Defendant agree that Defendant's base offense
3 level is increased by 6 levels because the loss amount (both actual and intended)
4 was more than \$40,000, but less than \$95,000. See U.S.S.G. § 2B1.1(b)(1)(D).
5 The parties are not aware of any other specific offense characteristics that apply.

6 c. Acceptance of Responsibility

7 The United States will recommend that Defendant receive a downward
8 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), if
9 Defendant does the following:

- 10 i. accepts this Plea Agreement;
- 11 ii. enters a guilty plea on before September 21, 2022;
- 12 iii. demonstrates recognition and affirmative acceptance of
13 Defendant's personal responsibility for Defendant's
14 criminal conduct;
- 15 iv. provides complete and accurate information during the
16 sentencing process; and
- 17 v. does not commit any obstructive conduct.

18 The United States and Defendant agree that at its option and on written
19 notice to Defendant, the United States may elect not to recommend a reduction for
20 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
21 charged with, or convicted of, any criminal offense, or if Defendant tests positive
22 for any controlled substance.

23 d. No Other Agreements

24 The United States and Defendant have no other agreements regarding the
25 Guidelines or the application of any Guidelines enhancements, departures, or
26 variances. Defendant understands and acknowledges that the United States is free
27 to make any sentencing arguments it sees fit, including arguments arising from
28 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed

1 pursuant to this Agreement, and Defendant's relevant conduct.

2 e. Criminal History

3 The United States and Defendant have no agreement and make no
4 representations about Defendant's criminal history category, which will be
5 determined by the Court after the United States Probation Office prepares and
6 discloses a Presentence Investigative Report.

7 10. Incarceration

8 The United States agrees to recommend a sentence at or below the low end
9 of the Guidelines, as calculated by the Court. Defendant may recommend any
10 legal sentence.

11 11. Supervised Release

12 The United States and Defendant each agree to recommend 3 years of
13 supervised release. Defendant agrees that the Court's decision regarding the
14 conditions of Defendant's Supervised Release is final and non-appealable; that is,
15 even if Defendant is unhappy with the conditions of Supervised Release ordered by
16 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
17 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
18 sentence, or any term of Supervised Release.

19 The United States and Defendant agree to recommend that in addition to the
20 standard conditions of supervised release imposed in all cases in this District, the
21 Court should also impose the following conditions:

- 22 a. Defendant will provide financial information and copies of
23 federal income tax returns, and allow credit checks, at the
24 direction of the United States Probation Office;
- 25 b. Defendant shall disclose all assets and liability to the United
26 States Probation Office and shall not transfer, sell, give away,
27 or otherwise convey or secret any asset, without the advance
28 approval of the United States Probation Office;

- 1 c. Defendant is prohibited from incurring any new debt, opening
2 new lines of credit, or enter any financial contracts or
3 obligations without the prior approval of the United States
4 Probation Office; and
- 5 d. Defendant shall participate in and complete financial
6 counseling and life skills programs at the direction of the
7 United States Probation Office.

8 12. Criminal Fine

9 The parties agree to recommend no additional criminal fine.

10 13. Mandatory Special Penalty Assessment

11 Defendant agrees to pay the \$100 mandatory special penalty assessment to
12 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.
13 § 3013.

14 14. Restitution

15 The United States and Defendant agree that restitution is appropriate and
16 mandatory, without regard to Defendant's economic situation, to identifiable
17 victims who have suffered physical injury or pecuniary loss, pursuant to 18 U.S.C.
18 §§ 3663A, 3664.

19 Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay
20 restitution for all losses caused by Defendant's individual conduct, in exchange for
21 the United States not bringing additional potential charges, regardless of whether
22 counts associated with such losses will be dismissed as part of this Plea
23 Agreement. With respect to restitution, the United States and Defendant agree to
24 the following:

25 a. Restitution Amount and Interest

26 The United States and Defendant stipulate and agree that, pursuant to 18
27 U.S.C. §§ 3663, 3663A and 3664, the Court should order restitution in an amount
28 of at least \$49,999, which consists of at least \$20,833 for PPP Loan #4715988810

1 and at least \$29,166 for PPP Loan #5458679004, and that any interest on this
2 restitution amount, if any, should be waived. The United States reserves the right
3 to request additional restitution for the amounts owed to SBA related to these two
4 PPP Loans, including but not limited to, loan origination fees, recording fees,
5 accrued interest, and other loan costs.

6 b. Payments

7 To the extent restitution is ordered, the United States and Defendant agree
8 that the Court will set a restitution payment schedule based on Defendant's
9 financial circumstances. 18 U.S.C. § 3664(f)(2), (3)(A). Regardless, Defendant
10 agrees to pay not less than 10% of Defendant's net monthly income towards
11 restitution.

12 c. Treasury Offset Program and Collection

13 Defendant understands the Treasury Offset Program ("TOP") collects
14 delinquent debts owed to federal agencies. If applicable, the TOP may take part or
15 all of Defendant's federal tax refund, federal retirement benefits, or other federal
16 benefits and apply these monies to Defendant's restitution obligations. 26 U.S.C.
17 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

18 Defendant understands that the United States may, notwithstanding the
19 Court-imposed payment schedule, pursue other avenues to ensure the restitution
20 obligation is satisfied, including, but not limited to, garnishment of available funds,
21 wages, or assets. 18 U.S.C. §§ 3572, 3613, and 3664(m).

22 Nothing in this acknowledgment shall be construed to limit Defendant's
23 ability to assert any specifically identified exemptions as provided by law, except
24 as set forth in this Plea Agreement.

25 Until Defendant's fine and restitution obligations are paid in full, Defendant
26 agrees fully to disclose all assets in which Defendant has any interest or over
27 which Defendant exercises control, directly or indirectly, including those held by a
28 spouse, nominee or third party.

1 Until Defendant's fine and restitution obligations are paid in full, Defendant
2 agrees to provide waivers, consents, or releases requested by the U.S. Attorney's
3 Office to access records to verify the financial information.

4 d. Notifications and Waivers

5 Defendant agrees to notify the Court and the United States of any material
6 change in Defendant's economic circumstances (e.g., inheritances, monetary gifts,
7 changed employment, or income increases) that might affect Defendant's ability to
8 pay restitution. 18 U.S.C. § 3664(k). Defendant also agrees to notify the United
9 States of any address change within 30 days of that change. 18 U.S.C.
10 § 3612(b)(1)(F). These obligations cease when Defendant's fine and restitution
11 obligations are paid in full.

12 Defendant acknowledges that the Court's decision regarding restitution is
13 final and non-appealable; that is, even if Defendant is unhappy with the amount of
14 restitution ordered by the Court, that will not be a basis for Defendant to withdraw
15 Defendant's guilty plea, withdraw from this Plea Agreement, or appeal
16 Defendant's conviction, sentence, or restitution order.

17 15. Payments While Incarcerated

18 If Defendant lacks the financial resources to pay the monetary obligations
19 imposed by the Court, Defendant agrees to earn money toward these obligations by
20 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

21 16. Additional Violations of Law Can Void Plea Agreement

22 The United States and Defendant agree that the United States may, at its
23 option and upon written notice to the Defendant, withdraw from this Plea
24 Agreement or modify its sentencing recommendation if, prior to the imposition of
25 sentence, Defendant is charged with or convicted of any criminal offense or tests
26 positive for any controlled substance.

27 17. Waiver of Appeal Rights

1 Defendant understands that Defendant has a limited right to appeal or
2 challenge Defendant's conviction and the sentence imposed by the Court.

3 Defendant expressly waives all of Defendant's rights to appeal Defendant's
4 conviction and the sentence the Court imposes.

5 Defendant expressly waives Defendant's right to appeal any fine, term of
6 supervised release, or restitution order imposed by the Court.

7 Defendant expressly waives the right to file any post-conviction motion
8 attacking Defendant's conviction and sentence, including a motion pursuant to 28
9 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
10 information not now known by Defendant and which, in the exercise of due
11 diligence, Defendant could not know by the time the Court imposes sentence.

12 Nothing in this Plea Agreement shall preclude the United States from
13 opposing any post-conviction motion for a reduction of sentence or other attack
14 upon the conviction or sentence, including, but not limited to, writ of habeas
15 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

16 18. Compassionate Release

17 In consideration for the benefits Defendant is receiving under the terms of
18 this Plea Agreement, Defendant expressly waives Defendant's right to bring any
19 motion for Compassionate Release other than a motion arising from one of the
20 specific bases set forth in this paragraph of this Plea Agreement. The United States
21 retains the right to oppose, on any basis, any motion Defendant files for
22 Compassionate Release.

23 The only bases on which Defendant may file a motion for Compassionate
24 Release in the Eastern District of Washington are the following:

25 a. Medical Condition of Defendant

- 26 i. Defendant is suffering from a terminal illness (i.e., a
27 serious and advanced illness with an end of life
28 trajectory). A specific prognosis of life expectancy (i.e.,

1 a probability of death within a specific time period) is not
2 required. Examples include metastatic solid-tumor
3 cancer, amyotrophic lateral sclerosis (ALS), end-stage
4 organ disease, and advanced dementia; or

- 5 ii. Defendant is suffering from a serious physical or medical
6 condition, a serious functional or cognitive impairment,
7 or deteriorating physical or mental health because of the
8 aging process that substantially diminishes the ability of
9 the defendant to provide self-care within the environment
10 of a correctional facility and from which Defendant is not
11 expected to recover.

12 b. Age of Defendant

- 13 i. Defendant is at least 65 years old, is experiencing a
14 serious deterioration in physical or mental health because
15 of the aging process; and has served at least 10 years or
16 75 percent of Defendant's term of imprisonment,
17 whichever is less; or
18 ii. Defendant is at least 70 years old and has served at least
19 30 years in prison pursuant to a sentence imposed under
20 18 U.S.C. § 3559(c) for the offense or offenses for which
21 Defendant is imprisoned.

22 c. Family Circumstances

- 23 i. The caregiver of Defendant's minor child or children has
24 died or become incapacitated, and Defendant is the only
25 available caregiver for Defendant's minor child or
26 children; or
27
28

- ii. Defendant's spouse or registered partner has become incapacitated, and Defendant is the only available caregiver for Defendant's spouse or registered partner.

d. Subsequent Reduction to Mandatory Sentence

- i. Defendant pleaded guilty to an offense which, on the date of Defendant's guilty plea, carried a mandatory minimum sentence; and
- ii. after the entry of judgment, the length of the mandatory minimum sentence for Defendant's offense of conviction was reduced by a change in the law; and
- iii. the application of the reduced mandatory minimum sentence would result in Defendant receiving a lower overall sentence.

e. Ineffective Assistance of Counsel

- i. Defendant seeks Compassionate Release based on a claim of ineffective assistance of counsel arising from information that Defendant both
 - 1. did not know at the time of Defendant's guilty plea, and
 - 2. could not have known, in the exercise of due diligence, at the time the Court imposed sentence.

19. Withdrawal or Vacatur of Defendant's Plea

Should Defendant successfully move to withdraw from this Plea Agreement or should Defendant's conviction be set aside, vacated, reversed, or dismissed under any circumstance, then:

- a. this Plea Agreement shall become null and void;
- b. the United States may prosecute Defendant on all available charges;

1 c. The United States may reinstate any counts that have been
2 dismissed, have been superseded by the filing of another
3 charging instrument, or were not charged because of this Plea
4 Agreement; and

5 d. the United States may file any new charges that would
6 otherwise be barred by this Plea Agreement.

7 The decision to pursue any or all of these options is solely in the discretion
8 of the United States Attorney's Office.

9 Defendant agrees to waive any objections, motions, and/or defenses
10 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate
11 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or
12 dismissed, including any claim that the United States has violated Double
13 Jeopardy.

14 Defendant agrees not to raise any objections based on the passage of time,
15 including but not limited to, alleged violations of any statutes of limitation or any
16 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
17 Amendment.

18 20. Integration Clause

19 The United States and Defendant acknowledge that this document
20 constitutes the entire Plea Agreement between the United States and Defendant,
21 and no other promises, agreements, or conditions exist between the United States
22 and Defendant concerning the resolution of the case.

23 This Plea Agreement is binding only on the United States Attorney's Office
24 for the Eastern District of Washington, and cannot bind other federal, state, or local
25 authorities.

26 The United States and Defendant agree that this Agreement cannot be
27 modified except in a writing that is signed by the United States and Defendant.
28

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

Vanessa R. Waldref
United States Attorney



Tyler H.L. Tornabene
Assistant United States Attorney

9-21-22

Date



Dan Fruchter
Assistant United States Attorney

9-21-22

Date

I have read this Plea Agreement and I have carefully reviewed and discussed every part of this Plea Agreement with my attorney. I understand the terms of this Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and voluntarily. I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement. No one has threatened or forced me in any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.



Dondre Charles Jackson, Defendant

9/21/2022⁰⁵

Date

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept Defendant's guilty plea.



Lorinda Youngcourt
Attorney for Defendant

9/21/2022

Date